

EXHIBIT “O”


MEMO ENDORSED

SHAYNE
LAW GROUP, P.C.

The Court will address this letter at the conference
scheduled for Thursday, June 16 at 3:00 p.m.

WILLIAM C. SHAYNE, ESQ.

WSHAYNE@SHAYNELAWGROUP.COM


Valerie Figueredo, U.S.M.J.

Dated:

June 10, 2022

Via ECF:

Magistrate Judge Valerie Figueredo
United States District Court Southern District of New York
500 Pearl Street
New York, New York 10007

Re: Ameriway Corp. v. May Yan Chen and Ability Customs Inc.
Case # 19-cv-09407 (VSB) (DCF)

Dear Magistrate Judge Figueredo:

Pursuant to your order we hereby file this report as to the status of our client's search for records relating to their having provided terms and conditions to their clients.

The investigation, as we previously advised the court, is a manual and labor-intensive activity which is why we previously requested an extension of time for their production.

Our client started with a review of their older records. Yesterday we produced as Chen's Supplemental Response to Ameriway's 3rd Set of Requests for the Production of Documents copies of Fax coversheets (Redacted pursuant to 19 CFR 111.24), Fax confirmations, and Affidavits of Defendant's customers that have consented to the revealing of their identity. The un-redacted versions are, of course, available to your honor for *in-camera* review.

Copies of the document provided are attached as provided to Plaintiff in two emails as a result of their size. I have subsequently compressed the PDF files for purpose of this filing.

We are continuing with the search for and will produce such other records as we are able to locate them on a continuing basis. For sake of clarity of the record, we again request an extension of time for such investigation and production.

Sincerely,

SHAYNE LAW GROUP, P.C.

William Shayne (electronic signature)

William Shayne

cc:

Peter Wolfgram
Xiyan Zhang
Stratum Law LLC
150 Monument Road, Suite 207
Bala Cynwyd, PA 19004 (via ECF)

SHAYNE
LAW GROUP

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

AMERIWAY CORP,

Plaintiff

v

19-CV-09047 (VSB) (DCF)

MAY Y CHEN,

ABILITY CUSTOMS BROKERS, INC.

Defendants.

**DEFENDANT'S SUPPLEMENTAL RESPONSE TO AMERIWAY CORPORATION'S
THIRD SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS AND THINGS
TO DEFENDANTS (NOS. 42-63)**

As and for Defendants Supplemental Response to Ameriway Corp.'s ("Ameriway")

Third Set of Requests of Production of Documents states as follows:

REQUEST FOR PRODUCTION NO. 42:

All native files of the "Terms and Conditions of Service" as shown in Exhibits A, B and C created prior to April 10, 2019.

Response: Attached hereto are the following documents:

1. Copy of fax coversheets, with fax confirmation and copy of terms and conditions (with identity of recipient redacted) dated as follows: 10/11/2011, 12/29/2011, 1/18/2012, 10/23/2012, 12/16/2012;
2. Affidavit of Ting Feng Wu, president of Tai-Ao Aluminum North America;
3. Affidavit of Raymond Chen, owner of The Win Company;
4. Affidavit of Xiao Bing Ye, corporate officer of e-Go Bike, LLC;
5. Zhi Zhong Sun, president of E Poly Star, Inc.

Defendant reserves the right to supplement this response if, as and when other customers or former customers of Defendant consent to revealing their identity and/or Defendant

locates further documentary proof that other customers were sent copies of the terms and conditions.

Shayne Law Group

Dated: June 9, 2022
Garden City, New York

By: s/Richard E. Schrier
Richard E. Schrier, esq.
Attorney for Plaintiff Ameriway Corporation
595 Stewart Avenue
Garden City, New York 11530
516-739-8000

CERTIFICATE OF SERVICE

I hereby certify that on the 9th day of June, 2022, I caused a copy of Defendant's Supplemental Response to Ameriway Corporation's THIRD SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS AND THINGS TO DEFENDANTS to be served via electronic mail upon: Pete Wolfgram, Esq. and Xiyan Zhang, Esq. of the law firm of Stratum Law LLC

Shayne Law Group

Dated: June 9, 2022
Garden City, New York

By: s/Richard E. Schrier
Richard E. Schrier, esq.
Attorney for Plaintiff Ameriway Corporation
595 Stewart Avenue
Garden City, New York 11530
516-739-8000

From : "RICHARD E. SCHRIER"

To : "xzhang@stratumlaw.com" , "pwolfgram@stratumlaw.com"

Sent : 6-09-2022 23:50

Subject : RE: AMERIWAY V CHEN- SUPPLEMENTAL RESPONSE TO DEMAND FOR
DOCUMENTARY DISCOVERY (1 OF 2 EMAILS)

ATTACHED HERETO PLEASE FIND DEFENDANT, CHEN'S SUPPLEMENTAL
RESPONSE TO AMERIWAY'S 3RD SET OF REQUESTS FOR THE PRODUCTION
OF DOCUMENTS.

WITH ATTACHMENTS OF COPIES OF FAX COVERSIPS (REDACTED), FAX
CONFIRMATIONS + AFFIDAVITS OF DEFENDANT'S CUSTOMERS THAT HAVE
CONSENTED TO REVEALING THEIR IDENTITY.

NOTE THAT THE DOCUMENT SIZE EXCEEDS THE ABILITY TO SEND IN ONE
EMAIL. THEREFORE PLEASE REVIEW 2ND EMAIL

SCHRIER SHAYNE KOENIG SAMBERG & RYNE P.C.

RICHARD E. SCHRIER, ESQ

595 STEWART AVENUE

GARDEN CITY, NEW YORK 11530

516-739-8000

F: 516-739-8004

C: 516-578-8999

resincourt@aol.com

richardschrier@gmail.com

From : "RICHARD E. SCHRIER"

To : "xzhang@stratumlaw.com", "pwolfgram@stratumlaw.com"

Sent : 6-09-2022 23:56

Subject : Re: AMERIWAY V CHEN- SUPPLEMENTAL RESPONSE TO DEMAND FOR
DOCUMENTARY DISCOVERY (1 OF 2 EMAILS)

THIS IS 2 OF 2 EMAILS WITH SUPPLEMENTAL RESPONSE TO DEMAND FOR
DOCUMENTS BY AMERIWAY

SCHRIER SHAYNE KOENIG SAMBERG & RYNE P.C.

RICHARD E. SCHRIER, ESQ

595 STEWART AVENUE

GARDEN CITY, NEW YORK 11530

516-739-8000

F: 516-739-8004

C: 516-578-8999

resincourt@aol.com

richardschrier@gmail.com

-----Original Message-----

From: RICHARD E. SCHRIER <resincourt@aol.com>

To: xzhang@stratumlaw.com <xzhang@stratumlaw.com>; pwolfgram@stratumlaw.com <pwolfgram@stratumlaw.com>

Cc: wshayne@shaynelawgroup.com <wshayne@shaynelawgroup.com>; RICHARD E. SCHRIER
<resincourt@aol.com>; richardschrier@gmail.com <richardschrier@gmail.com>

Sent: Thu, Jun 9, 2022 11:50 pm

Subject: RE: AMERIWAY V CHEN- SUPPLEMENTAL RESPONSE TO DEMAND FOR DOCUMENTARY DISCOVERY
(1 OF 2 EMAILS)

ATTACHED HERETO PLEASE FIND DEFENDANT, CHEN'S SUPPLEMENTAL
RESPONSE TO AMERIWAY'S 3RD SET OF REQUESTS FOR THE PRODUCTION OF
DOCUMENTS.

WITH ATTACHMENTS OF COPIES OF FAX COVERSIPS (REDACTED), FAX
CONFIRMATIONS + AFFIDAVITS OF DEFENDANT'S CUSTOMERS THAT HAVE
CONSENTED TO REVEALING THEIR IDENTITY.

NOTE THAT THE DOCUMENT SIZE EXCEEDS THE ABILITY TO SEND IN ONE
EMAIL. THEREFORE PLEASE REVIEW 2ND EMAIL

SCHRIER SHAYNE KOENIG SAMBERG & RYNE P.C.

RICHARD E. SCHRIER, ESQ

595 STEWART AVENUE

GARDEN CITY, NEW YORK 11530

516-739-8000

F: 516-739-8004

C: 516-578-8999

resincourt@aol.com

richardschrier@gmail.com

Ability Customs Brokers

13910 Doolittle Drive, San Leandro, CA 94577

Tel: 510-347-5555 Fax: 510-347-15555

www.abilitycb.com Email: info@abilitycb.com

[REDACTED]

FROM: [REDACTED]

ATTN: [REDACTED]

TOTAL PAGES: 1

Re: 204, TDC Rate Sheet

DATE: 6/10/22

FAX MESSAGE: 请找到我们 我们 直接联系, 索取 报关
和 价目表。填完 报关 书 后 请 寄 回 给我们。

TRANSMISSION VERIFICATION REPORT

TIME : 10/11/2011 14:17
NAME : ABILITY GUSTONS BROW
FAX : 5103471555
TEL : 5103475555
SER.# : BROD1J271139

DATE, TIME
FAX NO./NAME
DURATION
PAGE(S)
RESULT
MODE

10/11 14:16
00:01:27
04
OK
STANDARD
ECM

Ability Customs Brokers

13910 Doolittle Drive, San Leandro, CA 94577

Tel: 510-347-5555 Fax: 510-347-15555

www.abilitycb.com Email: info@abilitycb.com

TO: [REDACTED]

ATTN: [REDACTED]

RE: POA, ToC, Rate

FROM: Ability

TOTAL PAGES: 4

DATE: 12/29/2011

FAX MESSAGE: Please complete our Power of Attorney and return to us. We also fax our rate sheet and Terms of Conditions for your reference.

TRANSMISSION VERIFICATION REPORT

TIME : 12/29/2011 16:26
NAME : ABILITY CUSTOMS BROK
FAX : 5103471555
TEL : 5103475555
SER.# : BROD1J271139

DATE, TIME
FAX NO./NAME
DURATION
PAGE(S)
RESULT
MODE

12/29 16:25
[REDACTED]
00:00:56
04
OK
STANDARD
ECM

Ability Customs Brokers

13910 Doolittle Drive, San Leandro, CA 94577

Tel: 510-347-5555 Fax: 510-347-15555

www.abilitycb.com Email: info@abilitycb.com

TO:



ATTN:



RE: POA, TOC, Rate

FROM:

Ability

TOTAL PAGES:

4

DATE:

1/18/2012

FAX MESSAGE:

Power of Attorney, Terms of
Conditions, and our rate sheet are fax
to you. Please complete and return our
Power of attorney to us.

TRANSMISSION VERIFICATION REPORT

TIME : 01/18/2012 14:13
NAME : ABILITY CUSTOMS BRO
FAX : 5103471555
TEL : 5103475555
SER.# : BROD1J271139

DATE, TIME
FAX NO./NAME
DURATION
PAGE(S)
RESULT
MODE

01/18/2012 14:12
00:00:45
04
OK
STANDARD
ECM

Ability Customs Brokers

13910 Doolittle Drive, San Leandro, CA 94577

Tel: 510-347-5555 Fax: 510-347-15555

www.abilitycb.com Email: info@abilitycb.com

TO:

[REDACTED]

FROM:

Ability

ATTN:

[REDACTED]

TOTAL PAGES:

四页

RE:

授权书, 条款条例, 价目表

DATE:

2012年10月23日

FAX MESSAGE:

请找到我们办公室的授权书、条款条例和价目表。填完授权书后请发回给我们。

TRANSMISSION VERIFICATION REPORT

TIME : 10/23/2012 12:08
NAME : ABILITY CUSTOMS BROK
FAX : 5103471555
TEL : 5103475555
SER.# : BROD1J271139

DATE, TIME
FAX NO./NAME
DURATION
PAGE(S)
RESULT
MODE

10/23 12:08
00:00:59
04
OK
STANDARD
ECM

Ability Customs Brokers

13910 Doolittle Drive, San Leandro, CA 94577

Tel: 510-347-5555 Fax: 510-347-15555

www.abilitycb.com Email: info@abilitycb.com

TO: 

ATTN: 

RE: 224 TOC

FROM: ABILITY

TOTAL PAGES: 2

DATE: 12/16/22

FOR MESSAGE: 請找到我們本公司的授權書，並發回。
復見授權書，請發回給我們。

TRANSMISSION VERIFICATION REPORT

TIME : 12/16/2012 14:57
NAME : ABILITY CUSTOMS BRO.
FAX : 5103471555
TEL : 5103475555
SER. # : BROD1J271139

DATE, TIME
FAX NO. / NAME
DURATION
PAGE(S)
RESULT
MODE

12/16 14:55
00:01:52
03
OK
STANDARD

Exercise 12.2.1 *Continuity*

RE: MAY Y CHEN d/b/a Ability Customs Brokers

Dawson Ting Feng Wu, being duly sworn deposes and says:

1. I am the President of Tai-Ao Aluminum North America, with offices at 1721 W. Plano Parkway, Plano, Texas 75075. We are in the business of marketing semfinished metal products, many of which are imported into the United States.
2. Since around June 2012 we have utilized the services of May Yan Chen and her company, Ability Customs Brokers to oversee the clearance of imported products through U.S. Customs and other U.S. agencies. It was and is my understanding that May Yan Chen is a licensed Customs Broker by the United States.
3. At that time we first began using Ability Customs Brokers' services, we signed a power of attorney authorizing May Yan Chen to represent Tai-Ao Aluminum North America in the importation of products into the United States. I recall when we first began utilizing Ability Customs Brokers, we received, at my Roseville, California office, a one (1) page terms and conditions in the mail that was referred to in the power of attorney we signed.
4. I have been provided and reviewed terms and conditions, a copy of which is attached, and based upon my recollection, the attached terms and conditions is a copy of the terms and conditions that was sent to me in the mail at my Roseville, California office when we first began using Ability Customs Brokers.

Tai-Ao Aluminum North America

By: Dawson Wu

Sworn to before me this
Day of June 2022

Notary

SEE
ATTACHED

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento } ss.

Subscribed and sworn to (or affirmed) before me on this 9 day of June, 2022, by

Dawson Ting Feng Wu, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



[Signature]
NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☒ INDIVIDUAL
☐ CORPORATE OFFICER _____ TITLE(S) _____
☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

6-9-22
DATE OF DOCUMENT

OTHER

ABSENT SIGNER (PRINCIPAL) IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES):

RIGHT
THUMBPRINT
OF
SIGNER

Top of thumbprint here

[illegible][illegible]

4. **Continues Not Working.** Outlines as to how, in the event of a fire, the Company will continue to provide services to its customers.

[illegible][illegible]

Customer or its agent for export. The Customer agrees to indemnify and hold harmless the Company against any increase due, payable, fine or expense including attorneys' fees, resulting from the Company's export of the Goods to the Customer or its agent for export, even if such increase, payable, fine or expense is caused in whole or in part by the negligence of the Company. The Customer agrees to indemnify and hold harmless the Company against any increase due, payable, fine or expense including attorneys' fees, resulting from the Company's export of the Goods to the Customer or its agent for export, even if such increase, payable, fine or expense is caused in whole or in part by the negligence of the Customer.

g. Deferring Further Sale. In no event shall the Company be required to sell the Company's shares of common stock at a price below the market value of such shares unless the Company has received a bona fide offer for the shares at a price not less than the price at which the Company is required to sell the shares. In such event, the Company may, at its option, defer the sale of the shares until the Company has received a bona fide offer for the shares at a price not less than the price at which the Company is required to sell the shares. In such event, the Company may, at its option, defer the sale of the shares until the Company has received a bona fide offer for the shares at a price not less than the price at which the Company is required to sell the shares.

[illegible]

By the Customer, or third party acting on its behalf, I hereby agree that the Company shall not be responsible for any loss or damage to the goods arising from the negligence or other fault of the Company's staff or its contractors or subcontractors or any agent or subcontractor, unless such loss or damage can be proved by the insured under the relevant insurance policy. The Company's liability under this contract shall be limited to the maximum sum of £50,000 per person or per event in the event of a claim.

(d) Where the Company receives a claim for libel and damages brought against it by a third party, the Company shall be entitled to recover from the third party the amount of any damages paid to the third party by the Company, less the amount of any damages paid to the third party by the third party. The Company shall be entitled to recover from the third party the amount of any damages paid to the third party by the Company, less the amount of any damages paid to the third party by the third party.

10. **Limitation of Remedies.** Company's sole and exclusive remedy for any claim, demand, or dispute of any kind or nature, whether in contract, tort, or otherwise, shall be limited to the amount set forth in (a) above; and

10. Advancing Money: The Company shall not be obliged to loan or advance money to its directors or officers, except as may be authorized by the Board of Directors.

[illegible][illegible]

13. General Duty of Any Property. The Company shall not use any equipment of the Customer and if such cases remain necessary, the Company shall use the equipment of the Customer and shall be responsible for the damage to the equipment of the Customer. The Company shall be responsible for the damage to the equipment of the Customer and shall be responsible for the damage to the equipment of the Customer. The Company shall be responsible for the damage to the equipment of the Customer and shall be responsible for the damage to the equipment of the Customer.

34. Compensation of Company. The compensation to any brokerage, commission, discounts or other revenue received by any person in connection with the sale of securities of the Company shall be paid to the Company. The Company shall provide a detailed balance of the payments of all charges assumed and a true copy of each pertinent document relating to these charges. In any event the Commission shall be entitled to examine the books and records of the Company and to require the production of all documents and records in its possession or control relating to the sale of securities of the Company. The Commission shall pay the expenses of collection of these charges, including a reasonable attorney's fee.

[illegible]

26. Indemnity Against Liability Arising From Investigation of Materiality. The Company agrees to indemnify and hold the Company harmless against any and all claims, damages, costs and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by any individual, either as an individual or as an officer, director, employee, agent, or representative of the Company, in connection with the investigation of the materiality of the information provided to the Company by such individual, whether or not such individual is found liable or is determined to be negligent, and whether or not such individual is found to be the cause of the claim, damage, cost or expense. The Company's obligation to indemnify shall survive the termination or expiration of the Company's relationship with the individual. The Company's obligation to indemnify shall not be limited by any limitation on the amount or type of damages, recovery or compensation payable by or for any employee benefit plan or under workers' compensation acts or disability benefit acts. The Company's obligation to indemnify shall not be limited by any limitation on the amount or type of damages, recovery or compensation payable by or for any employee benefit plan or under workers' compensation acts or disability benefit acts. The Company's obligation to indemnify shall not be limited by any limitation on the amount or type of damages, recovery or compensation payable by or for any employee benefit plan or under workers' compensation acts or disability benefit acts.

32. **Loss, Damage or Expense Due To Delay.** Unless the services to be performed by the Company on behalf of the Customer are delayed by reason of the negligence or active fault of the Customer, the Company shall not be liable for any loss, damage or expense incurred by the Customer as a result of such delay. In the event the Company is at least, as aforesaid, not liable for loss or damage to the Customer as a result of such delay, the Company shall not be liable for any loss, damage or expense incurred by the Customer as a result of such delay. In the event the Company is at least, as aforesaid, not liable for loss or damage to the Customer as a result of such delay, the Company shall not be liable for any loss, damage or expense incurred by the Customer as a result of such delay.

the provisions of paragraphs 61 and 62

Journal of Management Studies, 39(6), 708–724

RE: MAY Y CHEN d/b/a Ability Customs Brokers

Raymond Chen, being duly sworn deposes and says:

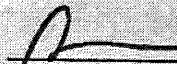
1. I am the owner of The Win Company, with offices at 175-01 Rockaway Blvd, Rochdale, New York 11434. We are in the business of supply chain logistics, which includes assisting customers with the importation of products into the United States.
2. Over the years we have utilized the services of May Yan Chen and her company, Ability Customs Brokers to oversee the clearance of imported products through U.S. Customs and other U.S. agencies. It was and is my understanding that May Yan Chen is a licensed Customs Broker by the United States.
3. To the best of my recollection, we began utilizing Ability Customs Brokers in about February 2015. At that time we signed a power of attorney authorizing May Yan Chen to represent the Win company and our customers that were importing products into the United States. I recall when we first began utilizing Ability Customs Brokers, we received in the mail a one (1) page terms and conditions that was referred to in the power of attorney we signed.
4. I have been provided and reviewed terms and conditions, a copy of which is attached, and based upon my recollection, the attached terms and conditions is a copy of the terms and conditions that was sent to me in the mail when we first began using Ability Customs Brokers.

The Win Company



By: Raymond Chen

Sworn to before me this
Day of June 2022


Notary Shana C. O'Connor

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

On June 9, 2022

before me,

Shane C. O'Connor, Notary Public
Here Insert Name and Title of the Officer

Date

personally appeared Raymond Chen

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Affidavit re Ability Custom Brokers

Document Date: 6/9/2022

Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Raymond Chen

☐ Corporate Officer - Title(s):

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer is Representing:

Signer's Name:

☐ Corporate Officer - Title(s):

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer is Representing:

NEEDS AND EXPENDITURES OF SUPPORT
(Please Read Carefully)

All shipments to or from the Customer which have not included the required, signed, receipt, invoice, order, contract, consignment transfer, or transfer of the shipment, will be handled by the customer's broker. Any customer who wishes to receive a copy of the following terms and conditions, please contact the Customer Service Department. The Customer Service Department will provide a copy of the terms and conditions, and the Customer Service Department will provide a copy of the terms and conditions, and the Customer Service Department will provide a copy of the terms and conditions.

[illegible]

3.1. C.1. Existing Parties or Agents: Unless express instructions in writing are received from the Customer, the Company has complete discretion in choosing the person or persons to be followed in the handling, forwarding and delivery of the goods. It shall not be construed to mean that the Company's agents or

4. **Outstanding Bill Shipment.** Outstandings due to the Seller, for such items, insurance premiums or other charges given by the Company to the Customer, are for informational purposes only and are subject to change without notice and shall not constitute an agreement by the Company to sell goods or services to the Customer. The Company's obligation to the Customer is limited to the goods and services actually shipped and delivered by the Company to the Customer. The Company's obligation to the Customer is limited to the goods and services actually shipped and delivered by the Company to the Customer. The Company's obligation to the Customer is limited to the goods and services actually shipped and delivered by the Company to the Customer.

[illegible][illegible]

Customer or its agent for export. The Customer agrees to indemnify and hold harmless the Company against any increased duty, penalty, fine or expense including attorney's fees, resulting from any governmental action or failure to make timely presentation, even if not due to any negligence of the Customer.

[illegible]

value estimate the maximum payable by Customer on the basis that no other insurance policy is applicable to the loss. The Company shall not be required to pay more than the actual cash value of the property damaged or destroyed, as determined by the Company, and the Company shall not be required to pay more than the actual cash value of the property damaged or destroyed, as determined by the Company, and the Company shall not be required to pay more than the actual cash value of the property damaged or destroyed, as determined by the Company.

[illegible][illegible]

☐ I warrant the Company receives its full bill of lading and warehouse receipts charges at its company's expense.

(f) Customer agrees that the Company shall, in no event, be liable for consequential, punitive, exemplary or special damages in excess of the monetary limit provided for above.

[illegible][illegible][illegible][illegible][illegible]

44. Compensation of Company. The compensation of the Company for the 15 working days shall be included with and is in addition to the rates and charges of 100 annas and 1000 annas respectively of the amount due to the Company. Any surplus from such 15 working days shall be paid to the Company.

Customer for monies due to the Company, upon recovery by the Company, the Customer shall pay the signature of Successor and/or assignee.

[illegible][illegible][illegible]

100% of the respondents reported that they had received training in the use of the system. The training was provided by the system's developer, who provided a comprehensive overview of the system's features and functionality. The training was well-received and helped to ensure that the respondents were able to use the system effectively.

6/20/22 4:11 PM

RE: MAY Y CHEN d/b/a Ability Customs Brokers

Xiao Bing Ye, being duly sworn deposes and says:

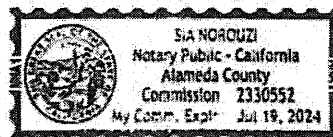
1. I am a corporate officer with e-Go Bike, LLC., with offices at 2720 Via De La Valle, Del Mar, California 92014. We are in the business of selling electric bikes, many of which are imported into the United States.
2. Since approximately March 2015 we have utilized the services of May Yan Chen and her company, Ability Customs Brokers to oversee the clearance of imported products through U.S. Customs and other U.S. agencies. It was and is my understanding that May Yan Chen is a licensed Customs Broker by the United States.
3. When we first started using Ability as our Customs Broker, we signed a power of attorney authorizing May Yan Chen to represent the company. I recall when we first began utilizing Ability Customs Brokers, we received in the mail a one (1) page terms and conditions at my then Hayward, California office that was referred to in the power of attorney we signed.
4. I have been provided with and reviewed terms and conditions, a copy of which is attached, and based upon my recollection, the attached terms and conditions is a copy of the terms and conditions that was sent to me in the mail when we first began using Ability Customs Brokers.

E-Go Bike, LLC

By: Xiao Bing Ye

Sworn to before me this
Day of June 2022

Sia Norouzi
Notary



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Alameda

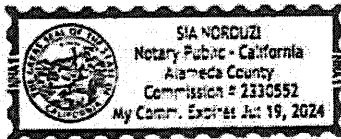
On 06/09/2022 before me, SIA NOROUZI Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Xiao Bing Ye
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Sia Norouzi
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____


Signer Is Representing: _____

RE: MAY Y CHEN d/b/a Ability Customs Brokers

Zhi Zhong Sun, being duly sworn deposes and says:

1. I am the president of E Poly Star, Inc., with offices at 2085 Burroughs Avenue, San Leandro, California 94577. We are in the business of the manufacture and importation of plastics products, such as plastic film and bags.
2. In or around June, 2015 we began utilizing the services of May Yan Chen and her company, Ability Customs Brokers to oversee the clearance of imported products through U.S. Customs and other U.S. agencies. It was and is my understanding that May Yan Chen is a licensed Customs Broker by the United States.
3. At that time began using Ability Custom Brokers as our Customs Broker, we signed a power of attorney authorizing May Yan Chen to represent E Polly Star, Inc. in the importation of products into the United States. I recall when we first began utilizing Ability Customs Brokers, we received in the mail a one (1) page terms and conditions that was referred to in the power of attorney we signed.
4. I have been provided and reviewed terms and conditions, a copy of which is attached, and based upon my recollection, the attached terms and conditions is a copy of the terms and conditions that was sent to me in the mail when we first began using Ability Customs Brokers.

E Poly Star, Inc.


By: Zhi Zhong Sun, President

Sworn to before me this
Day of June 2022

June 2, 2022

Notary

SEE NOTARY ATTACHMENT

INITIALS: *SA* DATE, *June 2, 2022*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Alameda)

On June 8, 2022 before me, _____
(here insert name and title of the officer)

personally appeared Zhi Zhong Sun

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

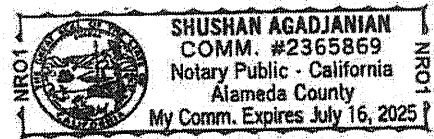
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Shushan Agadjanian

(Seal)



Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Personal Letter

containing 3 pages, and dated June 8, 2022

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____
title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is representing

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence: <input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)	
Notarial event is detailed in notary journal on: Page # _____ Entry # _____	
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> _____	

Unless the Company carries, stores or otherwise physically handles the shipment, it does not subject to the limitation of liability set forth in paragraph 8 below unless a separate bill of lading, air waybill or other contract of carriage is issued by the Company, in which event the terms thereof shall govern.

[illegible][illegible]

commercial invoice in proper form and number, a pre-commodity declaration weight, measure, value and value-in-added statement, and a bill of lading or other document of title, and the Company shall not in any way be responsible or liable for increased duty, penalty, fine or expense unless caused by the negligence or other fault of the Company in the preparation, issuance, or presentation of the invoice. (c) On an export or import the Company shall be governed by the provisions of paragraph 8-2 below. The Customer shall be bound by and warrant the accuracy of all invoices, documents and information furnished to the Company by the Company or its agents. The Company shall not be responsible for any loss, damage, or expense resulting from any inaccuracy or incomplete statement of the Customer.

[illegible][illegible]

(b) Where the Company issues its own bill of lading and receivers' freight charges are included into price for any covered transaction, cutting forth the limit of the Company's liability and the compensation received; notwithstanding, such action must be evidenced by written agreement, entered into prior to any covered transaction, with the Company to pay special compensation and declare a higher value and Company agrees in advance to pay such compensation.

[illegible][illegible]

Company only upon the express understanding that it will exercise reasonable care in the selection of a bank, correspondent, carrier or agent to whom it will send such item for collection, and the Company will not be responsible for any loss or delay in payment, nonpayment or wrong of care, negligence, fault of such bank, correspondent, carrier or agent, nor for any delay in remittance lost in exchange, or loss during transmission, or while in the course of collection.

33. General Lien on Any Property. The Company shall have a general lien on any and all (and documents relating thereto) of the Customer, in its possession, custody or control or arrears, for all claims for charges, expenses or losses incurred by the Company in connection with any shipments of the Customer and if such claim remains unsatisfied for thirty (30) days after demand for its payment is made, the Company may sell at public auction or otherwise, all the goods, wares and chattels for mortgage, or so much thereof as may be necessary to satisfy such lien, and apply the net proceeds of such sale to the satisfaction of such claim.

sale upon ten (10) days written notice registered mail (R.R.) to the Customer, the goods, vessel and cargo shall be at the risk of the Customer, and the Customer shall be liable for any deficiency in the sale.

with the goods and such compensation shall be exclusive of any and all charges assessed and a true copy of each pertinent document relating to these charges shall be provided to the Customer. Upon request, the Company shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges. Upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney's fee.

[illegible][illegible]

17. **Loss, Damages or Expense Due To Delay.** Unless the services to be performed by the Company on behalf of the Customer are delayed by reason of the negligence or other fault of the Company, the Company shall not be liable to the Customer for any loss, damages or expense incurred by the Customer as a result of such delay. In the event the Company is at fault, as aforesaid, its liability is limited in accordance with the following:

Based on National Customs Brokers & Forwarders Association of America, Inc. (Revised 6/94)

Based on National Customs Brokers & Forwarders Association of America, Inc. (Revised 6/84)